

Ref.: MUS/PRC/BPS/02022012/124/12

Date: 02nd February 2012

To: Selected shortlisted Tenderers

Tender no : Gen-2012-T002/12

Tender : Project Management Services for Musanada Projects

Invitation to Tender for Project Management for Services Musanada Projects

With reference to our letter of interest ref. MUS/PRC/BPS/09012012/23/12 dated 09th January 2012 and your subsequent confirmation for the same, Abu Dhabi General Services PJSC trading as Musanada (the "**Employer**") is pleased to invite you to tender for **Project Management for Services Musanada Projects** (the "**Services**").

The Services are described further in the Tender Documents.

The Tender Documents consist of:

- (a) **Invitation to Tender:**
 - i) this Invitation to Tender Letter;
 - ii) Appendix A - Form of Acknowledgement; and
 - iii) Appendix B - Confidentiality and Copyright Undertaking.
- (b) **Volume 1:**
 - i) the Instructions to Tenderers; and
 - ii) Appendix C - Tender Schedules.
- (c) **Volume 2: Conditions of Contract:**
 - i) the Contract Agreement;
 - ii) the Annexure of Details;
 - iii) the General Conditions; and
 - iv) the Schedules.
- (d) **Volume 3: Scope of Services**
 - i) Appendix E – Project Brief
 - ii) Appendix F – Schedule of Services
 - iii) Appendix G – Personnel Minimum Qualification and Experience Requirements
 - iv) Appendix H – Reporting Requirements;
- (e) **Volume 4: Musanada policies.**
- (f) all Addenda to the Tender Documents which are issued by or on behalf of the Employer to the Tenderer before the Closing Date in accordance with Clause 7 of the Instructions To Tenderers.



The Tender Documents can be collected from the Employer's office at Level 2, Old PWD Office Compound, intersection of Airport and Delma Street, Abu Dhabi, United Arab Emirates from 2.00pm on 05th February 2012.

Prior to collecting the Tender Documents you must complete/stamp, return to us the attached Form of Acknowledgment and Confidentiality and Copyright Undertaking.

All Tender queries should be directed in writing to our offices by email to the following email address as an attachment in scanned PDF format on the Tenderer's letter head, duly signed/stamped.

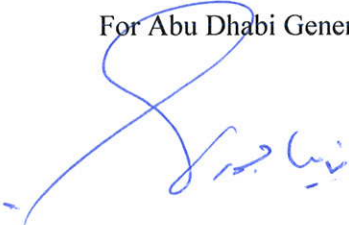
Attention: Chairman of Tender Committee
Abu Dhabi General Services PJSC trading as Musanada
Subject: Project Management Services for Musanada Projects - Tender Enquiry
Email: Buildings.procurement@musanada.com

Tenders must be submitted (by being delivered to the Tender Submission Address specified in the Instructions to Tenderers) by the Closing Time & Date **(02:00 PM, 29th February 2012)** as specified in the Instruction to Tenderer.

Tenderers must comply fully with the requirements of the Tender Documents. Failure to comply may result in the Tender being rejected.

Yours faithfully,

For Abu Dhabi General Services Company PJSC trading as Musanada:



The Chairman,
Tendering Committee



APPENDIX A - FORM OF ACKNOWLEDGEMENT

To: The Chairman of Tender Committee
Abu Dhabi General Services Company PJSC trading as Musanada
PO Box 33700, Abu Dhabi, United Arab Emirates

Tender no : Gen-2012-T002/12

Tender : Project Management Services for Musanada Projects

Acknowledgement of Invitation to Tender Letter for Project Management Services for Musanada Projects

We acknowledge receipt of your Invitation to Tender Letter dated 02nd February 2012 for the Project Management Services for Musanada Projects and have indicated below our intentions. We understand that the Tender Documents that have been or will be made available by the Employer are confidential and remain the property of the Employer.

We confirm, having received the Invitation to Tender Letter, that:

- (a) we agree to comply with, and be bound by, the Instructions to Tenderers; and
- (b) we intend to submit a Tender in accordance with the Instructions to Tenderers and advise the following details with respect to our tendering office:
- (i) Postal address: _____
- (ii) Street address: _____
- (iii) Tenderer's representative: _____
- (iv) Telephone number: _____
- (v) Fax number: _____
- (vi) Email: _____
- (vii) Senior Management contact person and title: _____
- (viii) Trade Licence number: : _____

We enclose an executed Confidentiality and Copyright Undertaking as requested.

- OR -

- (c) we decline your Invitation to Tender and hereby return all documents received by us in connection with the Invitation to Tender.

Please state reasons for declining to submit a Tender:

Tenderer's name : _____

Authorised signature : _____

Name of duly authorised signatory : _____

Title : _____ Date : _____

APPENDIX B - CONFIDENTIALITY AND COPYRIGHT UNDERTAKING

To: The Tender Manager
Abu Dhabi General Services Company PJSC trading as Musanada
PO Box 33700, Abu Dhabi, United Arab Emirates

Tender no : Gen-2012-T002/12

Tender : Project Management Services for Musanada Projects

Confidentiality and Copyright Undertaking ("Undertaking") for Project Management Services for Musanada Projects ("Services")

The Tenderer hereby undertakes that:

1. Confidential Information

The Tenderer understands that all Tender Documents and other information, drawings, specifications, technical information and other material and data, whether written or otherwise, provided to the Tenderer (whether before or after the issue of the Invitation to Tender Letter) in respect of the Tender, the Services and the Project, are confidential ("**Confidential Information**").

2. Undertakings

In consideration of the Confidential Information being made available by the Employer, the Tenderer agrees that, subject to clause 4 of this Undertaking:

- (a) the Confidential Information is and shall remain the property of the Employer;
- (b) it will use the Confidential Information for preparing its Tender and for no other purpose;
- (c) it will not disclose any Confidential Information to any person other than a person who is assisting the Tenderer in preparing its Tender (and the Tenderer shall ensure that person's adherence to this duty of confidentiality);
- (d) it will immediately return all Confidential Information to the Employer if the Tenderer declines to submit a Tender;
- (e) it will return all Confidential Information to the Employer within 7 calendar days of being notified by the Employer that the Tender was unsuccessful; and
- (f) it will immediately inform the Employer in writing on becoming aware of any breach of the terms of this Undertaking.

The Tenderer acknowledges that the Employer (or the person that prepared the Confidential Information) retains all intellectual property rights, including copyright, in the Confidential Information, and that none of the Tenderer or any of its officers, employees, representatives, consortium members, advisers, or proposed subconsultants shall be entitled to disclose or use the Confidential Information otherwise than in accordance with this Undertaking and the Instructions to Tenderers.

3. Indemnity

The Tenderer indemnifies the Employer from and against all damages, losses, liability, costs and expenses suffered or incurred by the Employer in respect of or in connection with any breach by the Tenderer of this Undertaking.

4. Exceptions

The Tenderer may only disclose Confidential Information:

- (a) with the prior written consent of the Employer;
- (b) if the Confidential Information is, at the date of this Undertaking, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information;
- (c) if required by any law of the Emirate of Abu Dhabi or any Federal law of the United Arab Emirates as applicable in the Emirate of Abu Dhabi, provided the Tenderer supplies the Employer with a copy of the proposed disclosure within a reasonable time prior to disclosure of the Confidential Information; or
- (d) if the Confidential Information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

5. Warranties

Neither the Employer nor any of its officers, managers, employees, representatives or advisers make any representation or warranty either express or implied as to the accuracy or completeness of the Confidential Information or as to the reasonableness of any assumptions which may be contained within it.

6. Governing Law

This Undertaking shall be governed by and construed in all respects in accordance with the laws of the Emirate of Abu Dhabi and the Federal laws of the United Arab Emirates as applicable to the Emirate of Abu Dhabi and shall be binding on the Tenderer and its successors and permitted assignees.

Tenderer's name : _____

Authorised signature : _____

Name of duly authorised signatory : _____

Title : _____ Date : _____